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CHANDIGARH ADMINISTRATION
DEPARTMENT OF PERSONNEL

Notification

The 29th September, 2025

No. 28/67/1-IH (9)-2025/13540.—In partial modification of this Administration's Notification No. 28/67/1-IH(11)-2022/3946, dated 08.03.2022 as already amended vide Notifications bearing No. 28/67/1-IH(11)-2022/19025, dated 29.11.2022 and No. 28/67/1-IH(11)-2023/4037 dated 22.03.2023, and in exercise of the powers conferred under Section 3 of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014 as extended to the Union Territory of Chandigarh vide Government of India, Ministry of Home Affairs, New Delhi Notification No. G.S.R. 1015(E) dated 14.08.2017, the Administrator, Union Territory of Chandigarh is pleased to notify the following additional services, designated officers, first appellate authorities, second appellate authorities and the stipulated time limits, as already notified by this Administration vide notifications mentioned hereinabove, for the purposes of this Act:-

Sr. No.	Name of the Department/ Office/Wing	Name of the Service	Stipulated time limit (Working Days/Hours/ Minutes)	Designated Officer	First Appellate Authority	Second Appellate Authority	Sr. No. of unified/ common service
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
(1)	**DC OFFICE**						
1.	**Arms Branch**	NOC for storage of Fireworks in storehouse under The Explosive Rules, 2008	40 days (a) Application to be sent to the concerned department for physical verification within 05 days on receipt of application. The concerned authority to send the report within 15 days to this office. (b) After receiving of verification reports, case will disposed off within 20 days.	Office Supdt.	Additional Deputy Commissioner	Deputy Commissioner	41

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2.	-do-	Issue/Renewal of NoC for possession and sale of Fireworks from Shop under the Explosive Rules, 2008	40 days (a) Letter will be sent to concerned departments for physical verification report within 05 days. The concerned authority to send the report within 15 days to this office. (a) After receiving of verification reports, case will disposed of within 20 days.	Office Supdt.	Additional Deputy Commissioner	Deputy Commissioner	42
3.	**SDM's**	NOC for use of loudspeaker (applicable only in case of SDM obtain NOC from the concerned SHO before granting permission) Procession/ Protest/Strike Request)	25 days a) Application to be sent to the Police for Law and Order, Traffic Authority within 03 days of receipt of application. b) Police to send the report within 15 days to this office. c) NOC/Report permission shall be granted within 07 days.	Sub-Division Assistant of the area concerned	SDM of the area concerned	Deputy Commissioner	43
4.	**Tehsildar (Revenue)**	Record of Rights (ROR) (G2C)	5 years for preparation of detailed Jamabandi	Assistant Collector Grade II/Tehsildar (Renenue)	Assistant Collector Grade I/SDM concerned	Collector	82
5.	**Tehsildar (Revenue)**	Mutation of Revenue Records (G2C)	01 month for marking an entry in the register. 03 months to decide/attested an uncontested mutation	Assistant Collector Grade II /Tehsildar (Renenue)	Assistant Collector Grade I/SDM concerned	Collector	83
6.	**Misc. Branch**	Procession/Protest/Strike Request	**25 days** a) A letter will be sent to the concerned Deptt. Like Police, Chief Fire Officer, M.C. Office Chandigarh etc. for obtaining NOC/Report with 03 days. b) The Police Deptt. , Chief Fire Officer, M.C. Office shall send the NOC/Report to the o/o DC within 15 days. c) After receipt of NOC/Report	Office Supdt.	Additional Deputy Commissioner	Deputy Commissioner	117

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			Permission shall be granted within 07 days.				
(2)	**HEALTH & FAMILY WELFARE (GMSH-16)**						
7.	**Health & Family Welfare**	Issue/Renewal of Registration for operating drug store in the hospital (both outdoor and indoor pharmacy) under the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940) and Pharmacy Act, 1948 (Central Act 8 of 1948)	30 days	Drug Inspector	DHS-cum-Drug Controller-cum-Licensing Authority	Secretary Health	137
8.	**-do-**	Issue/Renewal of license for the operation of a Blood Bank under Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940)	60 days	Drug Inspector	DHS-cum-Drug Controller-cum-Licensing Authority	Secretary Health	138
(3)	**REGISTERING &LICENSING AUTHORITY**						
9.	**Registering & Licensing Authority**	Change of Address (DL)	10 days	Branch Incharge (License)	Registering & Licensing Authority	Secretary Transport	7
10.	**-do-**	No objection Certificate for vehicles going outside the State (NOC)	10 days	Branch Incharge Registration	Registering & Licensing Authority	Secretary Transport	100
11.	**-do-**	Renewal of Certificate of Registration of a Motor Vehicle (Non-Transport)	10 days	-do-	-do-	-do-	8
(4)	**MUNICIPAL CORPORATION**						
12.	**Tax Branch Sub-Office Manimajra**	Property tax online payment (G2C)	30 days	Accountant	Assistant Collector (Tax)	Commissioner	71
13.	**Tax Branch Sub-Office Manimajra**	Issuance of new property ID by the Urban Local Body	45 days	Assistant Collector (Tax)	Joint/ Additional Commissioner	Commissioner	153
14.	**Engineering-Building and Road**	Granting permission for installing communication and connectivity infrastructure (Permission through ROW Gati Shakti Portal)	60 days	Executive Engineer Road Division No. 3-cum-Nodal Officer of PM Gati Shakti	EER-III	Chief Engineer Municipal Corporation	148

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(5)	**POLICE**						
15.	**Police**	Domestic Help Verification (if resident of local area)	15 days	SHO	SDPO	SSP	32
16.	**-do-**	Tenant Verification (if resident of local area)	15 days	-do-	-do-	-do-	33
17.	**-do-**	Character Certificate	15 days	-do-	-do-	-do-	34
18.	**-do-**	Character Verification	15 days	-do-	-do-	-do-	35
19.	**-do-**	Employee Verification	15 days	-do-	-do-	-do-	37
20.	**-do-**	Police Clearance Certificate	15 days	-do-	-do-	-do-	47
21.	**-do-**	Copy of untraced report in cases pertaining to stolen vehicles	60 days	-do-	-do-	-do-	108
22.	**-do-**	Copy of untraced report in road accident cases	60 days	-do-	-do-	-do-	109
23.	**-do-**	Copy of untraced report in theft cases	60 days	-do-	-do-	-do-	110
24.	**-do-**	Online complaint Registration to Police (G2C)	01 hour	-do-	-do-	-do-	111
25.	**-do-**	Extension of Residential Permit of Foreigners	15 days (After receipt from FRRO Amritsar)	IC/FRO Branch	DSP/CID	SSP	113
(6)	**DIRECTORATE OF HIGHER EDUCATION**						
26.	**Higher Education**	Library Membership	02 days	Principal / Director / Librarian in-charge Govt. Aided Colleges/ Institutes/ libraries, Chandigarh	Director Higher Education	Secretary Education	81
(7)	**DIRECTORATE OF SCHOOL EDUCATION**						
27.	**School Education**	School Registration (G2B)	20 days	DEO	Deputy Director School Education	Director School Education	53
28.	**-do-**	NOC for Schools (G2B)	20 days	-do-	-do-	-do-	54

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(8)	**CHANDIGARH POLLUTION CONTROL COMMITTEE**						
29.	**Chandigarh Pollution Control Committee**	Authorization under Construction and Demolition Waste Management Rules, 2016	21 days	Assistant Environmental Engineer	Member Secretary, Chandigarh Pollution Control Committee	Chairman, Chandigarh Pollution Control Committee	121
30.	**Chandigarh Pollution Control Committee**	Authorization under E-Waste (Management) Amendment Rules, 2022	21 days	Assistant Environmental Engineer	Member Secretary, Chandigarh Pollution Control Committee	Chairman, Chandigarh Pollution Control Committee	122
31.	**-do-**	Registration for Dealers under Batteries (Management & Handling) Rules, 2022	21 days	-do-	-do-	-do-	129
(9)	**OFFICE OF REGISTRAR CO-OPERATIVE SOCIETIES**						
32.	**Registrar, Co-Operative Societies**	Registration of Co-operative Societies	30 days	Superintendent /Senior Assistant	Assistant/Joint /Additional Registrar Co-Operative Societies	Registrar Co-Operative Societies	60

(i) The stipulated time limit fixed for delivery of services in this notification will start from the date of submission of application alongwith the entire requisite documents/papers, correct & complete in all respects.

(ii) For all purposes, with regard to implementation of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014 as extended to Union Territory of Chandigarh, Head of the Department or his nominee shall be the Nodal Officer whose services are notified under the Act(s) ibid.

Chandigarh, dated
The 18th September, 2025

Administrator
Union Territory, Chandigarh

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 24th September, 2025

No. 551996-HII(2)-2025/15289.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **52/2022** dated **12.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DRIG PAL S/O SH. RAM JAS, R/O H.NO.881-B, SMALL FLATS DHANAS, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S BLACK CATS PROTECTION (P) LTD., I.T. PARK, PLOT NO.5, CHANDIGARH THROUGH ITS MANAGING DIRECTOR / OCCUPIER AND GENERAL MANAGER (CONTRACTOR).
2. M/S ALCHEMIST REALITY LTD., PLOT NO. 8, INDUSTRIAL AREA, PHASE - I THROUGH ITS MANAGING DIRECTOR / OCCUPIER AND GENERAL MANAGER (PRINCIPAL EMPLOYER).
3. M/S ALCHEMIST HOSPITAL, SECTOR 21 MARKET, PANCHKULA (HARYANA) THROUGH ITS PROP. / PARTNERS / OCCUPIER (PRINCIPAL EMPOLOYER). (MANAGEMENT)

AWARD

1. Workman Drig Pal has presented the industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management No.1 i.e. M/s Black Cats Protection (Pvt.) Ltd. as Security Guard w.e.f. 25.12.2010 and he worked continuously without any break in service up to 29.02.2020. The management No.1 deducted ESI contributions every month from his wages and management No.1 handed over the PF slip for the year 2011-12 PB/CHD/0029765/000/0001062.

3. The workman stated that he performed his duties as per instructions & wish of the management and he was very punctual & honest towards his duty. He was working under the direct control of management No.2 & 3 (being principal employer) and management No.1 had issued identity card to him. It is stated that he reported for duty but the management refused to allow him to perform his duty. He made several requests but the respondent-management did not pay any heed to it and without any fault of the workman, the management terminated his services. It is stated that the respondents-management have intentionally neither issued attendance card to him nor taken his signatures in the attendance register. The workman approached the concerned authorities of the respondents-management but they did not assign any reason of his termination and that behaviour of the management reflects mala fide intention on its part.

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The management has not offered notice pay and compensation to him and also has violated the provisions of Section 25F of the ID Act at the time of refusal of work, besides violating provisions of Section 25G & 25H of the ID Act and other provisions of the ID Act. The workman is entitled for 14 days sick leaves with wages, 7 days causal leaves, 15 days earned leave with wages, annual leaves with wages under the provision of The Punjab Industrial Establishment National and Festival Holidays and Casual and Sick Leaves Act, 1965. No leave card has been issued during his service. It is stated that the management intentionally denied the pay wages, over time allowance, leave with wages and as such, he is entitled for reinstatement in service with continuity of service and full back wages.

4. None appeared for management No.1 & 3 despite service and they were proceeded against ex-parte. Learned Representative for the workman moved an application to delete the name of management No.2 from the array of parties and as such the management No.2 was ordered to be deleted from array of parties vide order dated 06.02.2025. Thereafter, the workman was called upon to lead his ex-parte evidence.

5. In the ex-parte evidence, workman examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. Learned Representative for the workman tendered into evidence copies of documents i.e.

e-Pehchan Card bearing I.P. No.2416243017 issued in favour of workman	**Exhibit 'W1'**
EPF statement w.e.f. September, 2012 to January, 2015	**Exhibit 'W2'**
Salary statement for the month of January, 2014	**Mark 'A'**
Identity card issued in favour of Drig Pal by Black Cats Protection (P) Ltd.	**Mark 'B'**

The Learned Representative for the workman closed the evidence on behalf of workman.

6. I have heard the arguments of Learned Representative for the workman and perused the case file carefully.

7. Learned Representative for the workman submitted that services of the workman were terminated by the management verbally and in violation of provisions of the ID Act. While appearing as AW1, the workman deposed that he was appointed by management No.1 as Security Guard w.e.f. 25.12.2010 and he had worked continuously up to 29.02.2020. His ESI contribution was deducted every month from his wages by management No.1. He was working directly under the control & supervision of the management No.2 & 3 (being principal employer) and management No.1 has issued identity card to him. Further, his services were terminated by verbal order without issuing any memo, charge sheet, inquiry and without any fault on his part. He deposed that the management has violated the principles of natural justice as well as provisions of the ID Act. He was never issued leave card and his attendance was never marked in the attendance register.

8. The onus to prove the case laid upon the workman. The workman had deposed that he was appointed by management No.1 as Security Guard w.e.f. 25.12.2010 and he had worked continuously up to 29.02.2020. His attendance was never marked in the attendance register. The workman has placed on record the e-Pehchan Card of ESIC registered on 11.07.2012 (Exhibit 'W1'). He also produced on record EPF statement w.e.f. September, 2012 to January, 2015 (Exhibit 'W2') as well as the salary statement for the

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month of January, 2014 (Mark 'A') and copy of identity card stated to be issued by management No.1 (Mark 'B').

9. The perusal of the above said documents reveal that the EPF statement Exhibit 'W2' pertains to the period September, 2012 to January, 2015. No EPF statement for the subsequent period till 29.02.2020 has been produced on record. Salary statement (Mark 'A') is merely a photocopy and it pertains to January, 2014. The identity card (Mark 'B') is a photocopy and the same mentions the date of issuance as 24.01.2011 and valid up to 23.01.2012.

10. It is the contention of the workman that he had worked continuously from 25.12.2010 to 29.02.2020. The onus to prove that he had actually worked for the said period laid heavily upon the workman. The workman has not produced any proof of receipt of salary and wages or any record or order in support of his engagement for the period averred by him. It was necessary for the workman to produce the relevant material to prove that he had continuously worked with the management till 29.02.2020. The workman had not produced the EPF statement till 29.02.2020. The workman could have produced the copy of bank statement to show that his salary was being credited by the management till his termination. No plausible explanation has been putforth by the workman for not producing the said documents. No co-worker has been examined by him. Filing of affidavit is only a statement in his favour and that cannot be regarded as sufficient evidence to come to conclusion that the workman had actually worked with the management. The workman has not been able to prove that he had worked for 240 days in 12 calendar months preceding the date of termination. No receipt of salary has been proved. It is improbable that the workman who claimed to have worked with the management for such a long period would not possess any documentary evidence regarding the period he had worked with it. As such, the workman has failed to discharge his version that he had worked with the management for 240 days in 12 calendar months preceding the alleged date of termination. The workman has failed to lead any cogent evidence in support of his contentions. Accordingly, he is not entitled for any reinstatement with full back wages and continuity of service.

11. In the light of discussion made above, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to the records.

(Sd.) . . .,

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 12th August, 2025.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 24th September, 2025

No. 554101-HII(2)-2025/15291.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **35/2022** dated **13.08.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

OM PARKASH SINGLA, H. NO. 586, PHASE - I, BALTANA, ZIRAKPUR, DISTRICT MOHALI. (WORKMAN)

AND

1. M/S AARKY INFORMATIX LTD., SCO NO. 15, FIRST FLOOR, SECTOR 26, MADHYA MARG, CHANDIGARH
2. M/S JUPITOR METAL INDUSTRIES PVT. LTD. SCO NO. 15, FIRST FLOOR, SECTOR 26, CHANDIGARH.
3. M/S AARKY WOLLEN MILLS, SCO NO. 15, FIRST FLOOR, SECTOR 26, MADHYA MARG, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Om Parkash Singla has presented the industrial dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Brief facts of the case of the workman are that he was appointed by respondent No.2 on 01.08.1985 as Manager-cum-All Rounder. He worked continuously & uninterruptedly for a period of 18 years and he was transferred to respondent No.3 with continuity of service and all the benefits intact. He worked there from the year 2003 to 2013. He was again transferred to respondent No.1 with continuity of service and all benefits intact and he remained in employment up to 31.10.2016 when his services were terminated by refusing of work. He stated that he retired from service in the year 2014 on attaining the age of superannuation and at that time, he was drawing ` 21,600/- as monthly wages. At the time of his relieving from service, he demanded all his legal dues i.e. gratuity, leave encashment and bonus etc. but respondent No.1 instead of settling his accounts kept the workman in continuous service and told that all the retiral benefits will be paid to him at the time of his actual relieving from service. The workman submitted that respondent No.1 to 3 is one & the same person. There was no change in infrastructure, nature of work and place of work. Although he was designated as Manager but he has no administrative or supervisory duty to perform. He performed every type of work required by the respondents from time to time. He submitted that refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act and the respondent-management also violated Section 25F of the ID Act. He was not issued any charge sheet, no inquiry was held and he was not paid retrenchment compensation at the time of termination. The workman lodged a complaint with Labour Inspector but the respondent-management did not appear. The workman served a demand notice dated 23.06.2021 but the respondent-management neither denied the contents of the demand notice nor took him back on duty. The respondents did not appear before the Conciliation Officer. It is stated that termination is illegal, wrong, motivated, against the principles of

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natural justice and unfair labour practice. It is prayed that the workman may be reinstated with continuity of service and full back wages as he remained unemployed from the date of termination till date.

3. The respondent-management No.1 to 3 filed written statement to the claim statement taking objections *inter alia* on the ground of maintainability of claim statement. It is submitted that the services of the workman were never terminated but he was relieved from service in the year 2014 after he attained the age of superannuation. At the time of his retirement, he was paid all his dues payable as per policy of the respondent. The respondent-management has not violated the provisions of the ID Act. Further relieving of the workman from service after attaining the age of superannuation does not amount to retrenchment under Section 2(oo) of the ID Act. The workman was retained in service for additional two years as requested by him and the respondent-management had paid all his dues after he was relieved in the year 2016. Denying remaining averments, a prayer was made for dismissal of the claim of the workman.

4. The workman filed replication / rejoinder to the written statement wherein he reiterated the contents of the claim statement and denied the averments made in written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 14.11.2023 :-

1. Whether the termination of services of claimant-workman is illegal ? If so, to what relief and to what extent the claimant-workman is entitled to ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman himself appeared as AW1 and tendered his duly sworn affidavit Exhibit 'AW1/A'. Learned Representative for the workman tendered into evidence copy of Aadhar Card of the workman **Exhibit 'W1'** and closed the evidence of the workman in affirmative.

8. In evidence of the respondent-management, Raj Kumar Singal appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A'. He also tendered the copy of resolution passed on 18.12.2006 in meeting of Board of Directors of Aar Kay Informatix Limited **Exhibit 'M1'.** Learned Representative for the respondent-management No.1 to 3 closed the evidence on behalf of the respondent-management.

9. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise finding are as under :-

Issue No. 1 & 2-

10. Both these issues are taken up together, being interconnected and in order to avoid repetition. The onus to prove issue No.1 laid upon the workman whereas respondent-management is required to prove issue No.2.

11. Learned Representative for the workman submitted that the workman rendered continuous services to the management for a period of 18 years and he was drawing monthly wages of ` 21,600/- at the time of termination of his services. He argued that the workman retired from service in the year 2014 on attaining the age of superannuation but he remained in employment upto 31.10.2016 when his services were terminated by refusing work. He submitted that workman is entitled for reinstatement with continuity of service and full back wages.

12. On the other hand, Learned Representative for the respondent-management submitted that the workman attained the age of superannuation in the year 2014 and on his request, he was allowed to continue

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in the service for additional two years and he was relieved on 31.10.2016 and all pending dues were paid to him.

13. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

14. The workman vide his affidavit Exhibit 'AW1/A' deposed in consonance with facts detailed in the claim statement. He deposed that he was appointed as Manager-cum-All Rounder and he worked continuously & uninterruptedly for a period of 18 years. He retired from service in the year 2014 after attaining the age of superannuation and he was drawing salary of ` 21,600/- per month at the time of relieving from service. He demanded his legal dues from the management upon which the management told that all retiral benefits will be paid to him at the time of his actual relieving and thereafter his services were terminated on 31.10.2016.

15. On the other hand, MW1 Raj Kumar Singal deposed that the services of the workman were never terminated but he voluntarily relinquished his position on attaining the age of superannuation. The workman was re-engaged in service for additional two years as a mark of appreciation for his contribution to the respondent-management. He was engaged to fulfill the work requirement of the respondent-management without being assigned any specific designation. He was entrusted with various duties, including acting as a Caretaker responsible for overseeing the company's premises, attending to tenants occupying those premises and collecting rents and other payments. It is submitted that the respondent-management has leased out multiple outlets to different tenants. It is further submitted that the respondent-management does not fall within the ambit of labour laws. He deposed that workman had challenged his alleged retrenchment dated 30.10.2016 without any valid basis and with an ulterior motive.

16. It transpires from the record that the workman had submitted that he was appointed by the respondent-management on 01.08.1985 as Manager-cum-All Rounder and as per his statement, he worked continuously & uninterruptedly for a period of 18 years. He was transferred to respondent-management No.3 with continuity of service and with all other benefits intact. Thereafter he worked there from the year 2003 to 2013. He was again transferred to respondent-management No.1 with continuity of service and with all benefits intact and he remained in employment up to 31.10.2016. The management in its written reply has denied the fact for want of knowledge that the workman was appointed on 01.08.1985 and he continued working with respondent-management No.3 and 1 after his respective transfers. Further, respondent-management has denied that the workman was terminated from his service.

17. It is the case of the workman that he retired from service in the year 2014 on account of attaining the age of superannuation and at that time, he was drawing ` 21,600/- per month and respondent-management No.1 instead of settling the accounts asked him to continue in service and told him that all the retiral benefits would be paid to him at the time of his actual relieving. However, Learned Representative for the respondent-management submitted that the workman retired after attaining the age of superannuation and on his request, he was re-employed for two years. He submitted that all dues of the workman were cleared at the time of his actual relieving.

18. The workman during his oral testimony stated that he was 68 years old. Initially he was appointed as General Worker with M/s Jupiter Metal Industry and no specific post was given to him at the time of his joining. He deposed that at the time of his retirement in the year 2016, he was 60 years old and he was in employment of Aarky Informatix at the time of retirement. He further deposed that there was no employment contract with respondent-management as well as regarding his retiral benefits and no retirement letter was issued to him by the management. He specifically stated that he did not have any document to show that the respondent-management was paying retiral benefit to the employees. He deposed that no share of contribution towards Employees' State Insurance and Provident Fund was deducted from his salary.

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Learned Representative for the respondents submitted that respondent-management was not carrying any manufacturing process in the building and therefore, not covered under the Shop Act or Factories Act. He has drawn the attention of the Court towards the testimony of MW1 who stated that the establishment was not covered under the Shop Act or Factories Act and it was a building given on rent. There was no manufacturing process carried on in the building. He deposed that not more than five persons were working with him. He stated that no attendance was marked of the persons working with the respondent-management and the salary was paid on fixed basis irrespective of their attendance.

19. It is the contention of the workman that he was appointed by the respondent-management as Manager-cum-All Rounder and during his cross-examination he stated that no specific post was allotted to him.

20. It is the case of the workman himself that he retired in the year 2014 on attaining the age of superannuation and management kept him in continuous service. However, it is the contention of the respondent-management that the workman was kept in service at his own request. No cogent evidence has been led by the workman to establish that respondent-management on its own had asked him to continue with service after he attained the age of superannuation in the year 2014. Moreover, it is an admitted fact that no share of contribution towards Employees' State Insurance and Provident fund was deducted from the salary of the workman. The workman has failed to produce any document to show that the respondent-management was paying retiral benefits to its employees. MW1 had stated during his cross-examination that no manufacturing process was carried on in the building and not more than five persons were working with him. The onus to prove that some manufacturing process was carried out in the building, laid heavily upon the workman. However, the workman has failed to discharge the said onus. The Learned Representative for the workman has relied upon the authority of Hon'ble Madras High Court in case titled ***Ramaratnam K. S. Versus Labour Court & Another, (2002)II LLJ 1166 MAD*** in support of the contention that in case of employment there is no age of retirement and one can retire even at the stage of 70 years. However, the facts of the cited case are distinguishable and not applicable to the present set of circumstances.

21. The Learned Representative for the workman further submitted that refusal of work to the workman which amounts to termination, is retrenchment under Section 2(oo) of the ID Act and management has violated Section 25F of the ID Act. However, the management has submitted that the workman was relieved after he attained the age of superannuation and therefore, question of violation of Section 25F of the ID Act and retrenchment does not arise.

22. Admittedly, the workman has attained the age of superannuation in the year 2014 and thereafter he continued to work with the management for two additional years till 2016. There is nothing on record to show that the workman had ever presented himself before the respondent-management after his alleged termination. As per record, the workman has approached the Assistant Labour Commissioner, U.T. Chandigarh by way of demand notice dated 23.06.2021. The said demand notice was filed after lapse of approximately five years of his alleged termination and therefore, the claim filed by the workman is belated one. Reliance is placed in this regard upon the authority of Hon'ble Apex Court in ***Management of M/s Dalmia Cement (Bharat) Ltd., Ballabgarh, Haryana Versus State of Haryana & Others, 2009(1) SCT 824.***

23. The workman has not been able to establish that activities carried on by the management was within the domain of 'industry'. Accordingly, the respondent-management has been successful to prove that the claim statement filed by the workman is not maintainable. The workman has not been able to prove that his termination is illegal. Accordingly, issue No.1 stands decided against the workman and in favour of the respondent-management and issue No.2 stands decided in favour of the respondent-management and against the workman.

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Relief -

24. In view of the aforesaid findings, the industrial dispute in hand stands declined. The workman is not entitled to any relief, as prayed for. Appropriate Government be informed accordingly. File be consigned to the records.

(Sd.) . . .,

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

Dated : The 13th August, 2025.

Secretary Labour,
Chandigarh Adminstration.

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CHANGE OF NAME

I, Krishma D/o Sh. Mahavir Rana R/o House No 2243, Mauli Jagran Complex, Chandigarh, have changed my name fromk Krishma to Karishma.

[1690-1]

I, Bihari Lal S/o Meher Chand Sharma R/o # 1751, Sector 7-C, Chandigarh, have changed my name to Bihari Lal Sharma.

[1691-1]

I, Dharikshan Rai S/o Ram Balak R/o House No 55-B, Sector 30-B, Chandigarh, have changed my name from Dharikshan Rai to Dari Chhan Rai.

[1692-1]

I, Mahaveer Singh S/o Ratan Singh R/o House No 362/10, Khudda Lahora, Chandigarh, have changed my minor daughter name from KU. Mansi to Mansi.

[1693-1]

I, Atool Chander Sood S/o Late Dr. Abinash Chander Sood R/o House No. 13, Sector 11-A, Chandigarh, have changed my name from Atool Chander Sood to Atul Chander Sood.

[1694-1]

I, Charanjit W/o Gurcharan Singh R/o # 151, Street No 11, Shanti Nagar Manimajra, Chandigarh, have changed my name to Charanjit Kaur.

[1695-1]

I, Priyanka Sharma W/o Anand Raman R/o House No 3047, Sector 20-D, Chandigarh, have changed my name from Priyanka Sharma to Priyanka Raman Bharadwaj.

[1696-1]

I, Priyanka Sharma W/o Anand Raman R/o House No 3047, Sector 20-D, Chandigarh, have changed my minor son name from Ishan Sharma to Ishaan Raman Bharadwaj.

[1697-1]

I, Seema Sharma W/o Pardeep Kumar # 2153, Phase 2, Ramdarbar, Chandigarh, have changed my name to Aarti Devi.

[1698-1]

I, Ranjeet Singh S/o Tarsem Singh R/o # 2517, Sector 39-C, Chandigarh, have changed my name to Ranjit Singh.

[1699-1]

I, Bindanginla Longkhimer, Daughter of Col. Harjit Singh and Mrs. Sashilemla, Resident of 667, Sector 20-A, Chandigarh-160020, have changed my name from "Bindanginla Longkhimer" to "Aienla Singh ".

[1700-1]

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